

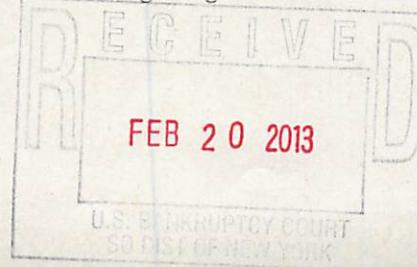
AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BANCA MONTE DEI PASCHI DI SIENA S.P.A. ("Seller"), acting on behalf of one or more of its customers (the "Customers"), hereby unconditionally and irrevocably sells, transfers and assigns to CREDITO EMILIANO S.P.A. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage (together with the relevant allowed amount) specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 56130 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of [Seller/its Customers] relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim, excluding the first and the second distributions received by Seller on behalf of its Customer (the "Excluded Distributions"), or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of its Customer's right, title and interest in, to and under the transfer agreements, if any, under which Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither Seller nor its Customer have engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) the Notice of Proposed Allowed Claim Amount ("Notice") for the Proof of Claim provided to Purchaser is true and correct and no action was undertaken by Seller with respect to the Notice for the Proof of Claim.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the



Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

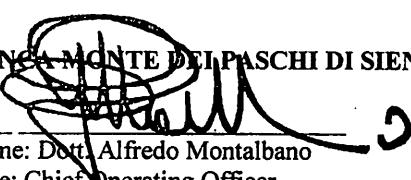
4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

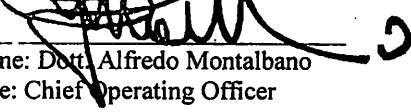
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser, other than the Excluded Distributions. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

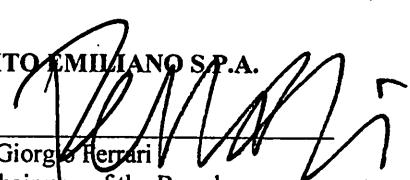
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed as of the 11th day of January 2013.


BANCA MONTE DEI PASCHI DI SIENA S.P.A.

By: 
Name: Dott. Alfredo Montalbano
Title: Chief Operating Officer

Piazza Salimbeni, 3
53100 Siena (Italy)

Attn Doriana Fragnelli
Via Rosellini 16 – 20124 Milano
Tel 0039 02 69705714
Email bof.amministrazioneestero@banca.mps.it


CREDITO EMILIANO S.P.A.

By: 
Name: Giorgio Ferrari
Title: Chairman of the Board

Via Emilia S.Pietro 4
42121 Reggio Emilia (Italy)

Attn Efisio Bertrand
Phone 0039 0522 582601
Fax 0039 0522 583129
Email ebertrand@credem.it

Transferred Claims

Purchased Claim

0,0256197% of isin XS0176153350 as described in the Proof of Claim, which relates to an allowed amount of USD 5,835.30 of isin XS0176153350

0,2142245% of isin XS0178969209 as described in the Proof of Claim, which relates to an allowed amount of USD 7,287.89 of isin XS0178969209

0,6284039% of isin XS0211093041 as described in the Proof of Claim, which relates to an allowed amount of USD 21,545.63 of isin XS0211093041

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN Code	Issuer	Guarantor	Notional Amount (EUR)	Notional Amount (USD)*	Accrued Amount (EUR)	Accrued Amount (USD)*	Allowed Amount (USD)
Issue of EUR300,000,000 of Inflation Linked Multi-Tranche Notes under the U.S.\$18,000,000,000 Euro Medium-Term Note Program	XS0176153350	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	4,000.00	5,660.40	4,113.71	5,821.31	5,835.30
Issue of EUR 50,000,000 European Inflation Linked Notes under the U.S.\$18,000,000,000 EMTN Program	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	5,000.00	7,075.50	5,137.63	7,270.26	7,287.89
Issue of EUR 100,000,000 Twister Notes due February 2015 under US \$25bn EMTN <i>Information Memorandum (18/08/2004)</i>	XS0211093041	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	15,000.00	21,226.50	15,172.95	21,471.24	21,545.63

*Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by [the European Central Bank/Bloomberg] for September 15, 2008:
1 EUR = 1.4717 USD.

BANCA MONTE DEI PASCHI DI SIENA SPA

Schedule 1-1

CREDITO EMILIANO SPA



**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

Form 210A

**United States Bankruptcy Court
SOUTHERN DISTRICT OF NEW YORK**

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

**Case No. 08-13555 (JMP)
JOINTLY ADMINISTERED**

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee
CREDITO EMILIANO SPA

Name and Address where notices to transferee should be sent:
Credito Emiliano S.p.A
Via Gandhi, 2/C
42123 Reggio Emilia
Italy
Attn: Stefania Catellani
E-mail: scatellani@credem.it

Phone: 0039 0522 582464

Name of Transferor
BANCA MONTE DEI PASCHI DI SIENA SPA

Court Claim # 56130
Amount of Claim: \$ 163,061,881.24
Date Claim Filed: 29Oct2009

Allowed Claim \$ 158,075,099.49
Partial Claim Transferred: \$ 34,668.82

Phone: 0039 0269705714
Email bmf.amministrazioneestero@banca.mps.it

Last Four Digits of Acct #: N/A

Last Four Digits of Acct. #: N/A

Name and Address where transferee payments should be sent (if different from above):

Phone: [contatto telefonico del ricevente il pagamento per conto del cessionario]
Last Four Digits of Acct #: N/A

[Inserire riferimenti bancari del cessionario]

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: _____
Transferee/Transferee's Agent

Date: 11 January, 2013

*P*enalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §1152 & 3571.

<p>United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076</p>		<p>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</p>
<p>In Re: Lehman Brothers Holdings Inc., et al., Debtors.</p>		<p>Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000056130</p>
<p>Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009</p>		
<p>Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)</p> <p>Banca Monte dei Paschi di Siena S.p.A. Piazza Salimbeni, 3 53100 Siena Italy Attention: Mr. Gianluca Serra</p>		<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.</p> <p>Court Claim Number: _____ <i>(If known)</i></p> <p>Filed on: _____</p>
<p>Telephone number: +39 0577 293760 Email Address: gianluca.serra@mpscapitalservice.it</p>		<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p>
<p>Name and address where payment should be sent (if different from above)</p>		
<p>Telephone number: _____ Email Address: _____</p>		
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p>		
<p>Amount of Claim: <u>See attached</u> (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>		
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p>		
<p>International Securities Identification Number (ISIN): <u>See attached</u> (Required)</p>		
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p>		
<p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</p>		
<p>See attached (Required)</p>		
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p>		
<p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</p>		
<p>See attached (Required)</p>		
<p>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p>		<p>FOR COURT USE ONLY FILED / RECEIVED</p> <p>OCT 29 2009</p> <p>EPIQ BANKRUPTCY SOLUTIONS, LLC</p>
<p>Date: October 24, 2009</p>	<p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p>Name: Antonio Vigni Title: General Manager</p> <p><i>Antonio Vigni</i></p>	
<p><i>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</i></p>		

EXHIBIT 2

ISIN - Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD) *	Interest (USD) *	Total (USD) *
IT0006578600	292,000.00	5,741.57	297,741.57	413,209.20	8,124.89	421,334.09
XS0148360042	5,000.00	0.00	5,000.00	7,075.50	0.00	7,075.50
XS0162289663	513,000.00	5,586.01	518,586.01	725,946.30	7,904.76	733,851.06
XS0163559841	676,000.00	13,079.99	689,079.99	956,607.60	18,509.50	975,117.10
XS0176153350	15,613,000.00	443,827.63	16,056,827.63	22,093,956.30	628,060.48	22,722,016.78
XS0178969209	2,334,000.00	64,246.85	2,398,246.85	3,302,843.40	90,915.72	3,393,759.12
XS0181945972	2,023,000.00	48,393.80	2,071,393.80	2,862,747.30	68,482.07	2,931,229.37
XS0185655445	578,000.00	14,408.67	592,408.67	817,927.80	20,389.71	838,317.51
XS0189294225	755,000.00	12,865.12	767,865.12	1,068,400.50	18,205.43	1,086,605.93
XS0195431613	372,000.00	3,142.40	375,142.40	526,417.20	4,446.81	530,864.01
XS0197173643	592,000.00	2,442.00	594,442.00	837,739.20	3,455.67	841,194.87
XS0200284247	3,802,000.00	113,427.73	3,915,427.73	5,380,210.20	160,511.58	5,540,721.78
XS0202417050	325,000.00	8,614.48	333,614.48	459,907.50	12,190.35	472,097.85
XS0208459023	6,832,000.00	152,723.89	6,984,723.89	9,667,963.20	216,119.58	9,884,082.78
XS0210782552	3,824,000.00	83,588.82	3,907,588.82	5,411,342.40	118,286.54	5,529,628.94
XS0211093041	2,387,000.00	27,522.35	2,414,522.35	3,377,843.70	38,946.88	3,416,790.58
XS0211814123	4,790,000.00	115,129.09	4,905,129.09	6,778,329.00	162,919.18	6,941,248.18
XS0213971210	2,623,000.00	25,870.65	2,648,870.65	3,711,807.30	36,609.56	3,748,416.86
XS0215349357	68,000.00	1,407.63	69,407.63	96,226.80	1,991.94	98,218.74
XS0218304458	412,000.00	9,481.64	421,481.64	583,021.20	13,417.47	596,438.67
XS0220152069	5,643,000.00	15,460.13	5,658,460.13	7,985,409.30	21,877.63	8,007,286.93
XS0220704109	781,000.00	9,149.81	790,149.81	1,105,193.10	12,947.90	1,118,141.00
XS0229269856	140,000.00	7,037.77	147,037.77	198,114.00	9,959.15	208,073.15
XS0282978666	315,000.00	7,046.52	322,046.52	445,756.50	9,971.53	455,728.03
XS0283497005	60,000.00	1,659.76	61,659.76	84,906.00	2,348.73	87,254.73
XS0290596161	5,052,000.00	751,354.02	5,803,354.02	7,149,085.20	1,063,241.08	8,212,326.28
XS0295438369	40,000.00	0.00	40,000.00	56,604.00	0.00	56,604.00
XS0301813522				96,000.00	1,895.20	97,895.20
XS0210433206	427,000.00	14,880.66	441,880.66	604,247.70	21,057.62	625,305.32
XS0232364868	341,000.00	17,769.37	358,769.37	482,549.10	25,145.44	507,694.54
XS0166188457	17,500,000.00	111,233.50	17,611,233.50	24,764,250.00	157,406.53	24,921,656.53
XS0209198927				50,000.00	0.00	50,000.00
XS0271893694	10,000.00	331.11	10,331.11	14,151.00	468.56	14,619.56
XS0302634059	14,240,000.00	0.00	14,240,000.00	20,151,024.00	0.00	20,151,024.00
XS0305646696	19,236,000.00	0.00	19,236,000.00	27,220,863.60	0.00	27,220,863.60
XS0301086475	422,000.00	0.00	422,000.00	597,172.20	0.00	597,172.20
XS0286302988	10,000.00	0.00	10,000.00	14,151.00	0.00	14,151.00
XS0286535223	5,000.00	0.00	5,000.00	7,075.50	0.00	7,075.50

Total Claim Amount \$ 163,061,881.24

* *Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD.*

** *Interest accrued until September 14, 2008 (included).*